

BID OPENING

CITY OF SAN JOSE

OFFICE OF THE CITY CLERK

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San Jose City Clerk

2010 MAR 25 P 2:52

City Clerk

Time Stamp

TOTAL BASE BID

793,895

ALT NO. 1

ALT NO. 2

ALT NO. 3

Alt No. 4

Alt No. 5

BID DATE: Thursday, March 25, 2010

Project Manager: Jesse Estolano – 793.4121

University Avenue Sanitary Sewer Replacement

BIDDER NAME:

KAT CONSTRUCTION

Bond ☒ Cashier's Check

Addendums Included () 1,2

YES NO

Non-Collusion Affidavit

YES ☒ NO

BIDDERS

March 19, 2010

Subject: Addendum 2 to the Plans and Specifications for University Avenue Sanitary Sewer Replacement

Page 7

REVISED SCHEDULE OF QUANTITIES

PROJECT: UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT

CONTRACTOR: KAT CONSTRUCTION INC

PROJECT I.D. 5509

ITEM NO.	SPEC. SECT	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1.a	5-2	Street Clean-Up (minimum of \$400 per day) (Revocable)	Day	30	\$400.00	\$12,000.00
1.b	5-2	Street Clean-Up (Additional unit price above minimum price listed in Item No. 1.a above) (Revocable)	Day	30	400.00	12,000.00
2.	11-1	Mobilization	L.S.	1	40,000.00	40,000.00
3.	12-1	Traffic Control	L.S.	1	34,000.00	34,000.00
4.a	12-2	Police Officers (minimum of \$48.00/hour) (Revocable)	Hr.	100	\$48.00	\$4,800.00
4.b	12-2	Police Officers (Additional unit price above minimum price listed in Item No. 4.a above) (Revocable)	Hr.	100	48.00	4,800.00
5.	15-1.2	Additional Potholing Existing Utilities (Revocable)	Ea.	9	450.00	4,050.00
6.	15-2	Utility Conflict (Revocable)	F.A.	1	\$20,000.00	\$20,000.00
7.	25-1	Additional Backfill Material (Revocable)	Ton	95	45.00	4,275.00
8.	39-1	Additional Asphalt Concrete Pavement (Revocable)	Ton	45	185.00	8,325.00
9.	81-2	Install Survey Monument	Ea.	3	650.00	1,950.00
10.	94-4	Emulsion Slurry Seal	S.F.	292,250	.20	58,450.00
11.	1301-5	Geotextile (wrapped pipe)	L.F.	2,340	5.00	11,700.00
12.	1301-6	Bedding Stabilization Material (Revocable)	Ton	70	35.00	2,450.00
13.	1302-2	6-inch Dia. Extra Strength VCP	L.F.	2,160	85.00	183,600.00
14.	1302-3	Trench Sheet piling, Shoring, and Bracing	L.S.	1	8,500.00	8,500.00
15.	1302-5	Sanitary Sewer Lateral Verification (Revocable)	Ea.	21	950.00	19,950.00
16.	1302-6	Reconnect Existing Sanitary Sewer Lateral	Ea.	43	1,950.00	83,850.00
17.	1302-6	Replace/Extend 4-Inch Sanitary Sewer Lateral (Revocable)	L.F.	200	100.00	20,000.00
18.	1302-6	Additional 4-Inch Sanitary Sewer Lateral (Revocable)	F.A.	1	\$25,000.00	\$25,000.00
19.	1302-7	Standard Sanitary Sewer Cleanout (Revocable)	Ea.	25	370.00	9,250.00
20.	1305-1	New Standard Sanitary Sewer Manhole (D11)	Ea.	3	5,500.00	16,500.00
21.	1308-1	Cleaning and Inspection of Sanitary Sewer Laterals	Ea.	43	525.00	22,575.00
22.	1501-3.2	Trial Diversion (Revocable)	L.S.	1	2,500.00	2,500.00
23.	1501-3.2	Diversion and/or Pumping of Sewage Flows	L.S.	1	6,500.00	6,500.00
24.	1501-4	Existing Sewer Lateral Reinstatement	Ea.	148	50.00	7,400.00
25.	1501-6	Point Repair for 6-Inch VCP (Revocable)	L.F.	200	140.00	28,000.00
26.	1501-7	Remove Manhole Rungs (Per Each Manhole)	Ea.	21	125.00	2,625.00
27.	1501-8	Cleaning and Inspection of Pipelines	L.F.	5,390	2.00	10,780.00
28.	1502-1.8	Installation of CIPP Liner in 6-Inch VCP Sanitary Sewer	L.F.	5,390	18.50	99,715.00
29.	1503-9	Manhole Rehabilitation	Ea.	21	1,350.00	28,350.00
TOTAL						793,895.00

NONCOLLUSION AFFIDAVIT

Project Title: UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT

_____, being first duly sworn, deposes and says that he/she is
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 3-25-2010

KAT CONSTRUCTION INC.

Legal Company Name

Corpora

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: _____

Expiration Date: _____

State Contractor Lic. No.: 8/5512

Classification: A, B, C-12, C-36

Expiration Date: 10-31-2011

Federal I. D. No.: 13-4352500

Address: 4251 Dry Creek Rd
Sacramento, CA 95821

By: Aleksandr Kovalchuk (Owner)

Title:

Telephone: 916-977-0333

NOTARY

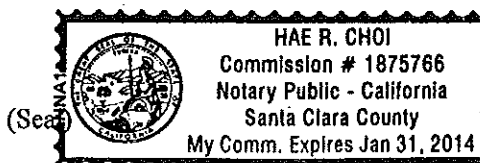
On March-25-2010 before me, Hae R Choi - Notary Public, personally appeared
(name and title of officer)
Aleksandr Kovalchuk, Jr who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature

Notary Public



THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 20-SUR-206267

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

KAT Construction, Inc.

PO BOX 214265 Sacramento, CA 95821

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

American Safety Casualty Insurance Company 444 Ocean Blvd., 18th Floor Long Beach, CA 90802

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto

City of San Jose, Transportation & Hydraulic Services, 200 E. Santa Clara St, 7th Fl, San Jose, CA 95113

(Here insert full name, and address or legal title of Owner)

as Obligor, hereinafter called the Obligor, in the sum of Ten Percent of Amount Bid

(\$10%

) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

University Avenue Sanitary Sewer Replacement - Project No. 5509

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25 day of March, 2010.

KAT Construction, Inc.

(Principal)

(Seal)

(Witness)

American Safety Casualty Insurance Company

(Surety)

(Seal)

(Witness)

Renee Ramsey Attorney-in-Fact

ACKNOWLEDGMENT

State of California

County of Sacramento)

On March 25, 2010 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Patricia M. Simas (Seal)



POWER OF ATTORNEY

NUMBER

20 SUR-206267

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Renee Ramsey

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship, to be given to

ALL OBLIGES,

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

****ONE MILLION DOLLARS (\$1,000,000.00) ****

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the Eighth day of September, 2003.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

(i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this Eighth day of September, 2003.

Attest:


Randolph L. Hutto, Secretary




Stephen R. Crim, President

STATE OF GEORGIA

COUNTY OF COBB } ss.

On this Eighth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.




Ruth A. Bankston, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and Sealed at the City of Atlanta, in the State of Georgia.

Dated the 25 day of March, 2010




Randolph L. Hutto, Secretary

ORIGINALS OF THE POWER OF ATTORNEY ARE FILED WITH FEDERAL MERIT RECORDS. DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN USED IN CONNECTION WITH THE ORIGINAL.

March 10, 2010

**ADDENDUM NO. 1
TO
THE PLANS AND SPECIFICATIONS
FOR
UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into the Specifications for UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT.

IMPORTANT

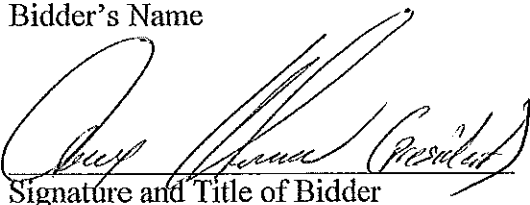
THIS ADDENDUM SHOULD BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

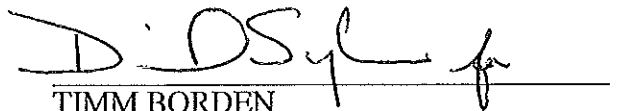
INSTRUCTIONS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

KAT CONSTRUCTION INC.
Bidder's Name

Approved By:


Signature and Title of Bidder


TIMM BORDEN
Deputy Director of Public Works Department

3-25-2010
Date

THIS ADDENDUM CONTAINS 2 PAGES

March 19, 2010

**ADDENDUM NO. 2
TO
THE PLANS AND SPECIFICATIONS
FOR
UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

Notice is hereby given that the following clarifications, revisions, additions and/or deletions are hereby made of, and incorporated into the Specifications for UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT.

IMPORTANT

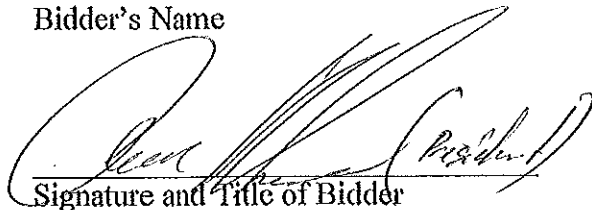
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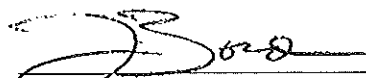
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The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

KAT CONSTRUCTION INC.
Bidder's Name

Approved By:


Signature and Title of Bidder


TIMM BORDEN
Deputy Director of Public Works Department

3/25/2010
Date

THIS ADDENDUM CONTAINS 7 PAGES